

# **EXHIBIT E**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA

COPART, INC.,

Plaintiff,

vs.

NO. C07-02684

CRUM & FORSTER

INDEMNITY COMPANY,

Defendant.

**CERTIFIED COPY**

---

VIDEOTAPED DEPOSITION OF

ORVIN WILLS

June 25, 2008

9:23 a.m.

1117 West Peachtree Street

Atlanta, Georgia

Reported By: Sharon A. Gabrielli, CCR-B-2002, RPR

**M E R R I L L   L E G A L   S O L U T I O N S**

ORVIN WILLIS June 25, 2008

1 in your possession?

2 A No.

3 Q Who has it now?

4 A I would assume GAB does.

5 Q Let's look at the second page of your report,

6 GAB 22. Fourth paragraph down says, "As previously  
7 mentioned, Yard 105 located in Hialeah, Florida does  
8 not have any property damage or BI values, as indicated  
9 in the underwriting file. The information was brought  
10 to our attention in your email forwarded to us on  
11 December 6, 2006."

12 So this is confirmation that December 6, 2006  
13 was the first time you learned that there was no  
14 coverage for Yard 105, in Crum & Forster's view?

15 A I would say yes.

16 Q The last sentence on this page, "A review of  
17 the values at the insured locations, it does appear  
18 that the minimum of \$100,000 deductible will apply to  
19 this loss." What -- what values are you reviewing at  
20 this point?

21 A Well, basically, what this is, is 2 percent  
22 of the insured values, which I got from Mr. Clark, on  
23 the other locations and the -- I'm not sure what  
24 deductible is taken. I have to review the --  
25 apparently the 2 percent was -- was not applicable and

116